Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

owner, who sold separate tickets for privileges upon such cars, and who furnished his own servant to collect tickets and assist passengers, was a servant of the railway company, for whose wrongful tort actions, such as assault, the railway was responsible under its contract to transport passengers, notwithstanding any agreement which may have been made upon the subject between the company and the owner of the car. To the same effect are Williams *v.* Pullman Car Co., 40 La. Ann. 417, 4 South. 85, 8 Am. St. Rep. 538; Penn. Co. *v.* Roy, 102 U. S. 451, 26 L. Ed. 141; Louisville Ry. Co. *v.* Church, 155 Ala. 329, 46 South. 457, 130 Am. St. Rep. 29, and note; Gannon *v.* Chicago Ry. Co., 141 Iowa, 37, 117 N. W. 966; Thorpe *v.* N. Y. Cent. Ry. Co., 76 N. Y. 402, 32 Am. Rep. 325; Cleveland Ry. Co. *v.* Walrath, 38 Ohio St. 461, 43 Am. Rep. 433. * * * The same logic, the same reasoning, that holds a railway company responsible for the wrongful acts of a sleeping car porter, and makes such porter an agent and employee of the railway company, applies to a news agent selling merchandise for the accommodation of the passengers upon a railway train. The matters and things the news agent is authorized to do within the scope of his employment are a part and portion of the train service furnished the passenger by the railway company.

"In Cleaney *v.* Parker, 167 Ala. 134, 51 South. 951, 140 Am. St. Rep. 21, it is held that a news agent on a train is acting within the general scope and line of his employment, when he compels a passenger to pay the second time for a lemon purchased, using threats and an attempt to retake the lemon to compel such payment, so as to render his principal or master liable for the wrongful tortious assault, although the news agent may have exceeded his authority and violated the instructions of his principal. In this case the news agent was acting within the scope of his employment when he assaulted respondent. Under the authorities hereinbefore cited, the appellant, in the case presented, was the principal or master of the news agent in question so far as concerned the respondent as a passenger upon appellant's train."

Illegal Contracts—Contract to Secure Divorce or to Defeat Suit for Divorce.—In Hare *v.* McCue, 174 Pac. 663, the Supreme Court of California held that a contract having for its object the securing of a divorce is void, as is also a contract whereby one agrees to procure testimony which will successfully defeat a suit for divorce.

The court said: "We must accept as clearly established that the law is extremely solicitous about the maintenance of the marriage relation, and will not tolerate or sanction any contract which by its terms or obvious tendency has for its object the securing of a divorce. The further proposition, extending, however, not particularly

to divorce suits, but to all kinds of litigation, is equally true, that a contract is void whereby one agrees to obtain or procure testimony of certain facts which will successfully support or defeat a lawsuit, or which provides that payment to the party procuring such testimony is to be contingent upon the result of the action for which he is engaged to procure it. It is the element of payment contingent on the success of the litigation in which the evidence is to be produced, or the fact that the agreement is to procure evidence, not of facts as they exist, but of particular facts necessary to the success of the party litigant, who contracted for their production, which vitiates the contract. It is the contingency on the one hand, and the agreement to furnish a given set of facts essential to a successful litigation on the other, and both of which in their nature are calculated to induce false charges and the production of perjured testimony, to subvert the truth and pervert justice, through fraud, trickery, and chicanery at the hands of unscrupulous private detectives or other conscienceless persons. which has impelled the law, with wisdom, to declare such contracts illegal. Patterson *v.* Donner, 48 Cal. 369; Lyon *v.* Hussey, 82 Hun, 15, 31 N. Y. Supp. 281. * * * Certainly there is no rule of law which precludes a party in a divorce action or in any other action, from employing a person to do detective work, or in a divorce action itself to search for witnesses or to procure existing testimony either to support or defend such an action, or to acquire information of the past conduct or life of either spouse, or to set a watch upon the personal acts or associates of either. Any one has a right, when threatened with litigation, or desiring himself to sue, to employ assistance with a view of ascertaining facts as they exist, and to hunt up and procure the presence of witnesses who know of facts and will testify to them; and this is true whether the action be one of divorce or of any other character. Neece *v.* Joseph, 95 Ark. 522, 129 S. W. 797, 30 L. R. A. (N. S.) 278, Ann. Cas. 1912A, 655; Quirk *v.* Miller, 14 Mont. 467, 36 Pac. 1077, 25 L. R. A. 87, 43 Am. St. Rep. 647. Any other rule would leave the parties in a divorce suit, and every other suit, restricted to their own individual efforts to obtain existing evidence which would be absurd."

Libel and Slander—Construction of Publication.—In Washington Post Co. *v.* Chaloner, 39 Sup. Ct. Rep. 448, the Supreme Court of the United States held that a newspaper item saying that "C. shot and killed G." while the latter was abusing his wife, who had taken refuge at the former's home, is not libelous per se as matter of law

The Washington Post, a daily newspaper of wide circulation, published by petitioner, contained the following item:

"John Armstrong Chaloner (Chanler), brother of Lewis Stuyve-